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Attorneys for Defendant
VERTEBRAL TECHNOLOGIES, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

HUI MA, AILING ZHAO, XI LIU, YIXUAN
WANG, and RUI ZHANG,

Plaintiffs,

v.

GOLDEN STATE RENAISSANCE VENTURES,
LLC., dba Golden Gate Global, a California
Limited Liability Company; GSRV
MANAGEMENT, LLC, a California Limited
Liability Company; GSRV-VTI MANAGEMENT,
LLC, a California Limited Liability Company;
ERIC CHELINI, an individual; STEVEN KAY, an
individual; and VERTEBRAL TECHNOLOGIES,
INC., a Minnesota corporation,

Defendants.

Case No. 3:21-cv-00856-WHO

**DEFENDANT VERTEBRAL
TECHNOLOGIES, INC.'S NOTICE OF
JOINDER IN DEFENDANTS' MOTIONS
TO COMPEL ARBITRATION;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
JOINDER MOTION**

Date: May 26, 2021
Time: 2:00 p.m.

TO THE COURT AND COUNSEL OF RECORD FOR PLAINTIFFS:

PLEASE TAKE NOTICE that Defendant Vertebral Technologies, Inc. ("VTI") hereby joins in Defendants Golden State Renaissance Ventures, LLC, GSRV Management, LLC, GSRV-VTI Management, LLC, Eric Chelini, and Steven Kay's ("Defendants") Motions to Compel Arbitration and Stay Civil Proceedings, which are currently scheduled to be heard on May 26, 2021, at 2:00 p.m., or as

1 soon thereafter as may be heard in the above-referenced court, the Honorable William H. Orrick
 2 presiding.

3 The allegations of the complaint against VTI are intertwined, arise out of, or are related to the
 4 allegations in Plaintiffs' complaint against Defendants. Allowing VTI to join in an arbitration with the
 5 Defendants would promote judicial economy and prevent piecemeal litigation. There is direct threat of
 6 inconsistent judicial or juror decisions in arbitration and in a court filed lawsuit if VTI is not included in
 7 the same arbitration proceeding Defendants are seeking in their motions to compel arbitration.

8 Moreover, the applicable law is settled that non-signatories may be included in arbitration
 9 proceedings under such circumstances, particularly where the non-signatory is voluntarily seeking
 10 inclusion in an arbitration. *See Cisco Systems, Inc. v. Chung*, (explaining that "a non-signatory defendant
 11 may invoke an arbitration clause to compel a signatory plaintiff to arbitrate its claims when the causes of
 12 action against the non-signatory are 'intimately founded and intertwined' with the underlying contract
 13 obligations.") (citations omitted).

14 This joinder shall be based upon this Notice, the pleadings and records on file with this Court,
 15 the Motions to Compel Arbitration served by Defendants and the evidence and arguments set forth
 16 therein, which motions and evidence are incorporated by reference in this joinder, the points and
 17 authorities set forth in this joinder herein, and any and all evidence on behalf of any or all of the
 18 Defendants in this action.

19 DATED: April 20, 2021

Respectfully submitted,

SEYFARTH SHAW LLP

22 By: /s/ Alexandra V. Drury

23 M. Ryan Pinkston
 24 Alexandra V. Drury
 25 Attorneys for Defendant
 26 VERTEBRAL TECHNOLOGIES, INC.
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